

Legal Contingency Policy

Important Information

Please read and keep safe

Introduction

Your Policy and Schedule

Here is your new Legal Contingency Policy. It is broadly divided into two parts:

The Policy Booklet – containing the terms of our Legal Contingency Policy

The Policy Schedule - containing information Particular to your insurance protection

The Contract of Insurance

The policy and the schedule, including any policy clauses and endorsements, should be read together and form the contract of insurance between you and us. The Proposal Form (which includes any information, declarations or statements) provided by you, is the basis of the contract

May we please ask you to examine these documents to make sure that they give you protection according to your present needs. Almost certainly these needs will change. If they do, please let us know – your policy is designed for easy amendment or extension

The Law applicable to the Contract

Under the relevant European and Irish legal provisions, the parties to the proposed contract of insurance, we, Aviva Insurance Limited, and you, the Proposer, are free to choose the law applicable to the contract. We propose that Irish law will apply to the contract. The Insurer with which your contract will be concluded is Aviva Insurance Limited.

Complaints Procedure

We aim to give excellent service to all our customers; however, we recognise that things may occasionally go wrong. We will do our best to deal with your complaint as effectively and quickly as possible. If you arranged your policy cover through an intermediary or broker then you should initially direct your complaint to them. If the complaint is not resolved to your satisfaction you can contact Aviva Insurance Limited at 1850 666 555.

You can also write to the Branch Manager - Ireland, Aviva Insurance Limited, One Park Place, Hatch Street, Dublin 2 or you can contact:

Insurance Ireland at Insurance Centre, 5 Harbourmaster Place, IFSC, Dublin 1, D01 E7E8.

Telephone: 01 676 1914
Fax: 01 676 1943
Email: iis@insuranceireland.eu
Website: www.insuranceireland.eu

The Financial Services Ombudsman Bureau at 3rd Floor, Lincoln House, Lincoln Place, Dublin 2.

LoCall: 1 890 88 20 90
Phone: 01 662 0899
Fax: 01 662 0890
E-mail: enquiries@financialombudsman.ie
Website: www.financialombudsman.ie

You will not lose your right to take legal action if you contact either of the above.

Insurance Act, 1936

All monies which become or may become payable by the Company under this policy shall in accordance with Section 93 of the Insurance Act, 1936 be payable and paid in the Republic of Ireland

Stamp Duties Consolidation Act 1999

The appropriate stamp duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999

Jurisdiction

All claims will be subject to Irish Law and practice



Aviva Insurance Limited

Aviva Insurance Limited, trading as Aviva, is authorised by the Prudential Regulation Authority in the UK and is regulated by the Central Bank of Ireland for conduct of business rules.

Registered Branch Office in Ireland no. 900175.

Registered Branch Address One Park Place, Hatch Street, Dublin 2.

Registered in Scotland No 2116. Registered Office Pitheavlis, Perth, PH2 0NH.

Cover

COVER

Subject to the terms and conditions of this policy the Insurer will indemnify the Insured as stated in the schedule provided that the liability of the Insurer for all claims including any costs or expenses incurred in connection with any claim shall not exceed in aggregate the limit specified in the Schedule

General Conditions

INTERPRETATION

This policy and the schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached shall bear that meaning wherever it may appear

OBSERVANCE

The observance by the Insured of the terms of this policy and the truth of the statements and answers in the proposal shall be conditions precedent to any liability of the Insurer

Claims Conditions

DISCLOSURE PROHIBITED

In the event of any claim or challenge or possible claim or challenge the Insured or any person acting on behalf of the Insured shall not disclose to any third party the existence of this indemnity or any information relating thereto

RESPONSIBILITIES OF THE INSURED

The Insured shall give immediate notice in writing to the Insurer upon receiving information of any claim or challenge or of any circumstances likely to give rise to a claim or challenge under this policy and shall immediately forward to the Insurer every letter claim writ summons or process

RIGHTS OF THE INSURER

No admission offer promise payment or indemnity shall be made without the written consent of the Insurer which shall be entitled to take over and conduct in the Insured's name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all information and assistance as the Insurer may require

INSURER'S RIGHT TO PAY LIMIT

The Insurer may at any time pay to the Insured the amount of the limit of indemnity (after deduction of any sum(s) already paid under the policy) or any lesser amount for which such claim(s) can be settled and upon such payment being made the Insurer shall relinquish the conduct and control of and be under no further liability in connection with such claim(s)

ARBITRATION

Any dispute arising out of this Policy (about the Insurer's liability over a claim or the amount to be paid, where the amount of the claim is €5,000 or more) shall be referred to the decision of an Arbitrator to be appointed in writing by the Parties thereto or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the Parties or in case the Arbitrators do not agree of an umpire appointed in writing by the Arbitrators before entering on the reference and the making of an award shall be a condition precedent to any liability of the Insurer or any right of action against the Insurer in respect of any claim. The Insurer shall not refer the dispute to arbitration without the consent of the Insured where the amount of the claim is less than €5,000. If the Insurer shall disclaim liability to the Insured for any claim thereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been referred to Arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

OTHER INSURANCE

If at the time any claim arises under this policy there is any other insurance covering the same liability the Insurer shall not be liable to pay or contribute more than its rateable proportion of any compensation costs and expense in connection therewith



For our joint protection, we may record and monitor phone calls.

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